



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 03, 2019

REVISED

Thomas Sletten  
Tennant Sales and Services Company  
701 Lilac Dr.  
Minneapolis, MN 55422  
[tennantbid@tennantco.com](mailto:tennantbid@tennantco.com)

Dear Thomas:

The City of Austin City approved the execution of a contract with your company for Tennant OEM parts in accordance with the referenced solicitation.

|                                   |   |
|-----------------------------------|---|
| Responsible Department:           | Fleet Services  |
| Department Contact Person:        | Ruben Cantu   |
| Department Contact Email Address: | <a href="mailto:Ruben.Cantu3@austintexas.gov">Ruben.Cantu3@austintexas.gov</a><br>1190 Hargrave, Austin, TX 78702 |
| Department Contact Telephone:     | 512-974-1532  |
| Project Name:                     | Tennant OEM Parts   |
| Contractor Name:                  | Tennant Sales and Services Company  |
| Contract Number:                  | MA 7800 GA190000053   |
| Contract Period:                  | June 03, 2019 to June 02, 2020 (Initial term-Revised)   |
| Dollar Amount                     | \$40,000 per term, not to exceed \$200,000.00   |
| Extension Options:                | 4 (four)  |
| Requisition Number:               | RQM 7800 18102500066  |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

DeJuan Brown  
Procurement Specialist II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
TENNANT SALES AND SERVICE COMPANY ("Contractor")  
for  
TENNANT OEM PARTS  
MA 7800 GA190000053**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Tennant Sales and service Company having offices at 701 North Lilac Drive, Minneapolis, MN 55422 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 DTB1003.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB 7800 DTB1003 including all documents incorporated by reference
- 1.1.3 Tennant Sales and Service Company Offer, dated May 08, 2019, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to four additional 12 month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 **Compensation.** The Contractors shall be paid a total Not-to-Exceed amount of \$40,000.00 for the initial Contract term and \$40,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**TENNANT SALES AND SERVICE  
COMPANY**

**CITY OF AUSTIN**

Thomas Sletten

Printed Name of Authorized Person

DeJuan Brown

Printed Name of Authorized Person



Signature  
government Contracts and Bids  
Administration

Title:

6-3-2019

Date:



Signature

Procurement Specialist II

Title:

06-03-2019

Date:





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER AND ACCEPTANCE SHEET**

**SOLICITATION NO:** IFB 7800 DTB1003

**COMMODITY/SERVICE DESCRIPTION:** TENNANT OEM PARTS

**DATE ISSUED:** March 25, 2019

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**REQUISITION NO.:** 18102500066

**LOCATION:** N/A

**COMMODITY CODE:** 7657763

**BID DUE PRIOR TO:** April 18, 2019 at 2:00PM

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** April 18, 2019 at 3:00PM

DeJuan Brown

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

Procurement Specialist II

**Phone:** (512) 974-2670

**E-Mail:** DeJuan.Brown@austintexas.gov

**LIVE BID OPENING ONLINE:**

Claudia Rodriguez

For information on how to attend the Bid Opening online, please select  
this link:

Procurement Specialist IV

**Phone:** (512) 974-2959

**E-Mail:** ClaudiaR.Rodriguez@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

| <b>Address for US Mail (Only)</b>  | <b>Address for FedEx, UPS, Hand Delivery or Courier Service</b>         |
|--|---|
| City of Austin   | City of Austin, Municipal Building                                      |
| Purchasing Office-Response Enclosed for Solicitation # IFB<br>7800 DTB1003 | Purchasing Office-Response Enclosed for Solicitation # IFB 7800 DTB1003 |
| P.O. Box 1088  | 124 W 8 <sup>th</sup> Street, Rm 308                                    |
| Austin, Texas 78767-8845   | Austin, Texas 78701   |
|  | Reception Phone: (512) 974-2500   |

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

| SECTION NO. | TITLE   | PAGES |
|-------------|---|-------|
| 0100        | STANDARD PURCHASE DEFINITIONS   | *     |
| 0200 V2     | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018                                       | *     |
| 0300        | STANDARD PURCHASE TERMS AND CONDITIONS  | *     |
| 0400        | SUPPLEMENTAL PURCHASE PROVISIONS  | 8     |
| 0500        | SPECIFICATION   | 6     |
| 0600        | BID SHEET – Must be completed and returned with Offer   | 2     |
| 0605        | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return                                 | 2     |
| 0700        | REFERENCE SHEET – Complete and return if required   | 2     |
| 0800        | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return                        | 2     |
| 0805        | NON-SUSPENSION OR DEBARMENT CERTIFICATION   | *     |
| 0810 V2     | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | *     |
| 0835        | NONRESIDENT BIDDER PROVISIONS – Complete & return   | 1     |
| 0900        | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return                              | 1     |
| 0905        | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable              | 3     |

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Tennant Sales and Service Company  
Company Address: 701 North Lilac Drive  
City, State, Zip: Minneapolis, MN 55422  
Vendor Registration No. V00000960603  
Printed Name of Officer or Authorized Representative: Thomas Sletten  
Title: Government Contracts and Bids Admin  
Signature of Officer or Authorized Representative:   
Date: 5/8/2019  
Email Address: tennantbid@tennantco.com  
Phone Number: 1-800-553-8033

(\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 7800 GA190000053.

**CITY OF AUSTIN**

Awarded this 31 day of May, 2019



Signature

DeJuan Brown Procurement Specialist II

Printed Name and Title of Authorized Person

05/31/2019

Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three (3) additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

**4. PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries and "Expedited Services" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

**5. POST-AWARD**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**6. QUANTITIES:**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**7. PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. For Parts:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- i. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- ii. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- iii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).

**8. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Additionally, invoices shall include a unique Purchase or Delivery Order Number and the following information, as applicable: pricing, , equipment and/or part numbers, descriptions and quantities, , credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

|                      |                      |
|----------------------|----------------------|
|                      | City of Austin       |
| Department           | Fleet Services       |
| Attn:                | Accounts Payable     |
| Address              | 1190 Hargrave Street |
| City, State Zip Code | Austin, TX 78702     |

- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**9. VERIFICATION OF CONTRACTOR'S PARTS PRICING**

- A. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**10. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**11. UNUSED INVENTORY (STOCK LIFT)**

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- D. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the restocking fee as outlined in the Restocking Fees provision above.

**12. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**13. PRICING REQUIREMENTS**

- A. Offeror shall quote a percentage discount or markup to a Price List.
  - i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
  - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- B. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- C. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- D. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**14. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Fleet Services Department facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving the Fleet Services building.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**15. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price.

**16. NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

**17. CORES (when applicable)**

- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (30) calendar days, the Contractor must contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City must be reimbursed.
- C. The City will not accept invoices for any core charges until thirty-one (31) calendar days after the installation of the new or rebuilt part.

**18. WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- B. The warranty period for all parts shall not start until the part is installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.
- C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

- 19. CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Ruben Cantu, Contract Compliance II – Fleet Services

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1190 Hargrave Street

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Austin, TX 78702

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Phone: 512-974-1532 or Email: [ruben.cantu3@austintexas.gov](mailto:ruben.cantu3@austintexas.gov)



**BID SHEET  
CITY OF AUSTIN ("CITY") - FLEET SERVICES  
TENNANT OEM PARTS**

Solicitation No.: IFB 7800 DTB1003

**SECTION 1 – SAMPLE PARTS PRICING**

For each sample below, Bidder must list their price list name, cost, applicable discount or mark-up percentage and final cost to the City. **Sample Pricing is the basis for establishing Cost for this bid.**

| LINE ITEM               | PART NUMBER | DESCRIPTION          | PRICE LIST NAME | LIST PRICE    | ESTIMATED ANNUAL QTY | DISCOUNT FROM, OR MARK-UP TO PRICE LIST       | EXTENDED PRICE        |
|-------------------------|-------------|----------------------|-----------------|---------------|----------------------|---|-----------------------|
| 1.1                     | 761211      | BRUSH SIDE POLY/WIRE |                 | \$313.05 ea   | 30                   | Discount <u>20</u> % or<br>Mark-up <u>0</u> % | \$7,513.20            |
| 1.2                     | 761372      | BRUSH DISK PYP       |                 | \$333.65 ea   | 15                   | Discount <u>20</u> % or<br>Mark-up <u>0</u> % | \$4,003.80            |
| 1.3                     | 761126      | BRUSH CYLINDER TYPE  |                 | \$650.35 ea   | 15                   | Discount <u>20</u> % or<br>Mark-up <u>0</u> % | \$7,804.20            |
| 1.4                     | 53817       | TIRE WHEEL ASSEMBLY  |                 | \$876.15 ea   | 5                    | Discount <u>10</u> % or<br>Mark-up <u>0</u> % | \$3,942.70            |
| 1.5                     | 9003021     | WHEEL GEAR BOX KIT   |                 | \$2,625.75 ea | 5                    | Discount <u>10</u> % or<br>Mark-up <u>0</u> % | \$11,815.90           |
| <b>TOTAL -SECTION 1</b> |             |                      |                 |               |                      |   | <b>\$ 35,079.80 -</b> |

**SECTION 2 – PARTS PRICING**

The City wishes to purchase OEM Parts for Tennant Equipment. The City estimates spending \$40,000 annually on these supplies. The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract and are not subject to increase. **Be advised**, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Bidder shall provide the manufacturer(s) of the parts, the name and number of the identified price list(s), the latest effective date of the identified price list(s) and either the percentage discount(s) or markup(s) to the identified price list(s). **Please include all manufacturers price lists that could contribute to the Contract.** Attach additional sheets as necessary.

| LINE ITEM                                | MANUFACTURER OF THE PARTS | LATEST EFFECTIVE DATE OF PRICE LIST | DISCOUNT FROM, OR MARKUP TO PRICE LIST        |
|--|---------------------------|-------------------------------------|---|
| 2.1                                      | TENNANT                   | <u>12/31/2019</u>                   | <u>10</u> % Discount, Or<br><u>0</u> % Markup |
| 2.2                                      |                           |                                     | % Discount, Or % Markup                       |
| 2.3                                      |                           |                                     | % Discount, Or<br>% Markup                    |
| <b>ANNUAL ESTIMATED SPEND -SECTION 2</b> |                           |                                     | <b>\$ 40,000.00</b>                           |

**SECTION 3 – RELATED SERVICES**

IF NO PRICE IS QUOTED FOR THIS SECTION THE CITY SHALL BE CHARGED AT COST WITH NO ADDITIONAL MARK-UP.

| LINE ITEM | DESCRIPTION                 | ESTIMATED ANNUAL QUANTITY | UNIT | UNIT PRICE |
|-----------|-----------------------------|---------------------------|------|------------|
| 3.1       | "CODE RED" SHIPPING CHARGES | 10                        | EA   | 0%         |

|   |              |
|---|--------------|
| DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed |              |
| DELIVERY METHOD: COMMON CARRIER                               | VENDOR STAFF |
| COMPANY NAME: Tennant Sales and Service Company               |              |

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

|  |     |                                     |
|--|-----|-------------------------------------|
| Name of Local Firm   |     |                                     |
| Physical Address   |     |                                     |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | <input checked="" type="radio"/> No |
| or   |     |                                     |
| Has your branch office been located in the Corporate City Limits for the last 5 years?   | Yes | <input checked="" type="radio"/> No |
|  |     |                                     |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | <input checked="" type="radio"/> No |
|  |     |                                     |

**SUBCONTRACTOR(S):**

|   |     |                                     |
|---|-----|-------------------------------------|
| Name of Local Firm  |     |                                     |
| Physical Address  |     |                                     |
| Is your headquarters located in the Corporate City Limits? (circle one)               | Yes | <input checked="" type="radio"/> No |
| or  |     |                                     |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | <input checked="" type="radio"/> No |
|   |     |                                     |

|  |     |    |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**SUBCONTRACTOR(S):**

|  |     |    |
|--|-----|----|
| Name of Local Firm   |     |    |
| Physical Address   |     |    |
| Is your headquarters located in the Corporate City Limits? (circle one)  | Yes | No |
| or   |     |    |
| Has your branch office been located in the Corporate City Limits for the last 5 years  | Yes | No |
|  |     |    |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
|  |     |    |

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,



including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8th day of May, 2019

CONTRACTOR

Tennant Sales and Service Company

Authorized Signature

Thomas Smith

Title

Government Contracts and Bids Admin

**Section 0835: Non-Resident Bidder Provisions**

Company Name Tennant Sales and Service Company

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Minnesota

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 DTB1003  
SOLICITATION TITLE: TENNANT OEM PARTS

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information  |  |                |                          |
|--|--|----------------|--------------------------|
| Company Name   | Tennant Sales and Service Company  |                |                          |
| City Vendor ID Code  | V00000960603   |                |                          |
| Physical Address   | 701 North Lilac Drive  |                |                          |
| City, State Zip  | Minneapolis, MN 55422  |                |                          |
| Phone Number   | 1-800-553-8033   | Email Address  | tennantbid@tennantco.com |
| Is the Offeror City of Austin M/WBE certified?   | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture |                |                          |
| <p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>Thomas Sletten - Government Contracts</u><br/>and Bids Admin</p> </div> <div style="width: 45%; text-align: right;"> <p><i>Thomas Sletten</i> 5/8/2019</p> </div> </div> |  |                |                          |
| Name and Title of Authorized Representative (Print or Type)  |  | Signature/Date |                          |

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

Not Applicable

SOLICITATION NUMBER: IFB 7800 DTB1003  
SOLICITATION TITLE: TENNANT OEM PARTS

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800 DTB1003

SOLICITATION TITLE: TENNANT OEM PARTS

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800 DTB1003  
SOLICITATION TITLE: TENNANT OEM PARTS

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

| Subcontractor/Sub-consultant                        |  |
|---|--|
| City of Austin Certified                            | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name  |  |
| Vendor ID Code                                      |  |
| Contact Person                                      | Phone Number:  |
| Additional Contact Info                             | Fax Number: E-mail:  |
| Amount of Subcontract                               | \$   |
| List commodity codes & description of services      |  |
| Justification for not utilizing a certified MBE/WBE |  |

| Subcontractor/Sub-consultant                        |  |
|---|--|
| City of Austin Certified                            | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name  |  |
| Vendor ID Code                                      |  |
| Contact Person                                      | Phone Number:  |
| Additional Contact Info                             | Fax Number: E-mail:  |
| Amount of Subcontract                               | \$   |
| List commodity codes & description of services      |  |
| Justification for not utilizing a certified MBE/WBE |  |

| SMBR Contact Information |              |  |                    |
|--------------------------|--------------|--|--------------------|
| SMBR Contact Name        | Contact Date | Means of Contact   | Reason for Contact |
|                          |              | <input type="checkbox"/> Phone<br>OR<br><input type="checkbox"/> Email |                    |

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date

**CITY OF AUSTIN  
SCOPE OF WORK  
TENNANT OEM PARTS  
SOLICITATION NO.: IFB 7800-DTB1003**

**1. PURPOSE**

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide Original Equipment Manufacturer (OEM) parts for Tennant Equipment. A Contract will be awarded to provide parts on an as-needed basis as stipulated in this solicitation.

The Contract will be utilized by the City's Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

**2. DEFINITIONS**

2.1 Stock Parts: high turnover parts that are most commonly needed by the City.

2.2 Non-Stock Parts: low usage, high dollar parts that are not kept in inventory.

2.3 Back-ordered (or Out-of-Stock) Parts: parts that are not currently in stock but have been ordered or will be ordered.

2.4 Special Order Items: parts that are hard to find such as parts for older vehicles and equipment that are no longer manufactured or parts that are made to order or new parts that have a limited supply.

2.5 Service Center: any City facility where vehicles and equipment are repaired or serviced.

2.6 Code Red: when the City designates an order for parts that are critical to the extent that the City is willing to pay expedited shipping charges.

**3. CONTRACTOR QUALIFICATIONS**

The Contractor shall:

3.1 Have a minimum of three (3) consecutive years of experience providing parts within the last five (5) years to municipalities or organizations similar in size and scope to the City.

3.2 Be a manufacturer authorized parts dealer/reseller for the specified vehicles/equipment.

3.3 Comply with all Federal, State, and local codes, rules, and regulations concerning safety requirements.

**4. CONTRACTOR'S RESPONSIBILITIES**

**4.1 General**

The Contractor shall:

4.1.1 Provide a single point of contact and relevant contact information (name, phone number, fax, email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager.

4.1.1.1 An authorized City representative will contact the Contractor by e-mail, fax, or telephone to place an order for parts.



**CITY OF AUSTIN  
SCOPE OF WORK  
TENNANT OEM PARTS  
SOLICITATION NO.: IFB 7800-DTB1003**

- 4.1.2 Notify the Contract Manager of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.
- 4.1.3 Provide a report for a City department of all parts purchased for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request by an authorized City representative of the department, or at a time mutually agreed to between the Contractor and the authorized City representative. The report shall be in a sortable electronic or other City-approved format.
  - 4.1.3.1 The report shall itemize parts by date purchased, invoice number, part number, part description, price per part, requesting Service Center, and the total dollar amount for all parts purchased.

## **4.2 Parts**

### **4.2.1 General**

The Contractor shall:

- 4.2.1.1 Provide new OEM parts for the specified vehicles/equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.
  - 4.2.1.1.1 Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
  - 4.2.1.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the City requests them in writing (e.g. email).
- 4.2.1.2 Seek approval from an authorized City representative in writing (e.g., email) to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.
- 4.2.1.3 Have an adequate parts inventory 95% of the time to fill part orders within the timeframe stipulated in this Scope of Work.
- 4.2.1.4 Provide a minimum of a 12-month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.
  - 4.2.1.4.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the City work order.
  - 4.2.1.4.2 This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 4.2.1.5 Guaranty that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.
- 4.2.1.6 Provide a copy of the manufacturer's parts warranty within five (5) working days of request by an authorized City representative.

### **4.2.2 City Inventory/Stock Parts**

The Contractor shall:

**CITY OF AUSTIN  
SCOPE OF WORK  
TENNANT OEM PARTS  
SOLICITATION NO.: IFB 7800-DTB1003**

- 4.2.2.1 Understand all parts for City inventory shall be ordered on an as-needed basis.
- 4.2.2.2 Maintain a stock level equivalent to two (2) weeks supply of inventory. The Contractor and Contract Manager will develop and mutually agree on a parts list and associated supply levels to maintain the two (2) weeks supply within one (1) month of contract award and within one (1) month of request, or at a time mutually agreed to between the Contractor and Contract Manager.
- 4.2.2.3 Provide confirmation of the shipment quantity within two (2) hours after the City places an order to the requesting authorized City representative by e-mail, fax, or telephone. The City will order parts by e-mail, fax, or telephone from the Contractor and identify the part number, part description, quantity, delivery requirements and a unique delivery order number.
- 4.2.2.4 Ship complete orders for parts unless arrangements for partial shipments are made in advance with the requesting authorized City representative. Each shipped order shall include an invoice showing the part number, description, quantity, and unit price for each item.
- 4.2.2.5 The Contractor shall deliver Parts to the ordering Fleet Service Center as indicated below.
  - 4.2.2.5.1 Stock Parts shall be delivered within two (2) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
  - 4.2.2.5.2 Non-Stock Parts shall be delivered within three (3) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
  - 4.2.2.5.3 Backordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
  - 4.2.2.5.4 Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
  - 4.2.2.5.5 Code Red orders require immediate shipping with overnight delivery. Shipping charges will not be paid for Code Red orders not delivered accordingly.
  - 4.2.2.5.6 The delivery order will specify "Code Red"
  - 4.2.2.5.7 The Contractor shall include the term "Code Red" on invoices when the City authorizes and specifies "Code Red" on the delivery order.
  - 4.2.2.5.8 The Contractor may assess an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any "Code Red" orders placed by the City.
  - 4.2.2.5.9 The Contractor shall provide a written receipt from the shipper showing the actual expedited costs for all Code Red shipments without any additional markups (upon request by the City?).

**CITY OF AUSTIN  
SCOPE OF WORK  
TENNANT OEM PARTS  
SOLICITATION NO.: IFB 7800-DTB1003**

**5. CITY REQUIREMENTS**

The City will:

- 5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one month of Contract effective date.
- 5.2 Contact the Contractor by e-mail, fax, or telephone to place an order for parts or requesting repair services.
  - 5.2.1 For parts, the order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
- 5.3 Submit a Code Red delivery request in writing to the Contractor and the number of days to deliver the parts to the requesting Service Center at the time of order.
- 5.4 The City reserves the right to conduct any tests or inspections deemed necessary to ensure parts conform to the vehicle/equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.

**6. FLEET DELIVERY LOCATIONS**

**Service Center #1 & Hornsby Bend**

Ricardo (Ric) Calvino, Manager  
Keith Barrington, Supervisor  
Adrian Alejo, Service Consultant – 1<sup>st</sup> shift  
Joseph Jenkins, Service Consultant – 3<sup>rd</sup> shift  
6301-A Harold Court  
Austin, Texas 78721

[servicecenter1DL@austintexas.gov](mailto:servicecenter1DL@austintexas.gov)

Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233

**Parts Room - Service Center #1 & Hornsby Bend**

|  |                |
|--|----------------|
| <b>Amy Arredondo, Stores Coordinator</b> | (512) 974-1759 |
| Osiris Valdez                            | (512) 974-9020 |
| Jose Herrera                             | (512) 974-1772 |
| Stasha Merz                              | (512) 974-2756 |

Email: [amy.arredondo@austintexas.gov](mailto:amy.arredondo@austintexas.gov)

**CITY OF AUSTIN  
SCOPE OF WORK  
TENNANT OEM PARTS  
SOLICITATION NO.: IFB 7800-DTB1003**

**Service Center #5**

Andrew Ettles, Manager  
Bob Baldwin, Supervisor  
Robert Opheim, Supervisor  
Paul Conde, Service Consultant  
714 East 8<sup>th</sup> Street  
Austin, TX 78701

[servicecenter5DL@austintexas.gov](mailto:servicecenter5DL@austintexas.gov)

Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909

**Service Center #6**

Merritt Jason Pratt, Acting Manager  
Chad Long, Supervisor  
James Fisher, Service Consultant  
1182 Hargrave  
Austin, TX 78702

[servicecenter6DL@austintexas.gov](mailto:servicecenter6DL@austintexas.gov)

Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156

**Service Center #8**

Irvin Schmidt  
Donald Vaughan, Supervisor  
Frank Gomez, Supervisor  
4411-D Meinardus  
Austin, TX 78745

[servicecenter8DL@austintexas.gov](mailto:servicecenter8DL@austintexas.gov)

Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635

**Service Center #11**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
6301-J Harold Court  
Austin, TX 78721

[servicecenter11DL@austintexas.gov](mailto:servicecenter11DL@austintexas.gov)

Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055

**Service Center #12**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
4108 Todd Lane  
Austin, TX 78744

[servicecenter12DL@austintexas.gov](mailto:servicecenter12DL@austintexas.gov)

Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328

**Service Center #13**

James Forman, Manager  
2412 Kramer Lane, Bldg. A  
Austin, TX 78758

[servicecenter13DL@austintexas.gov](mailto:servicecenter13DL@austintexas.gov)

Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

**Parts Room - Service Center #5**

**Edward Kinch, Stores Coordinator** (512) 974-1889  
Gilbert Rodriguez (512) 974-1841  
Rey Degollado (512) 974-1813

Email: [edward.kinch@austintexas.gov](mailto:edward.kinch@austintexas.gov)

**Parts Room - Service Center #6**

**Gloria Vasquez, Stores Coordinator** (512) 974-1857  
Daniel Ramirez (512) 974-1743  
Roger Molina (512) 974- 9162

Email: [gloria.vasquez@austintexas.gov](mailto:gloria.vasquez@austintexas.gov)

**Parts Room - Service Center #8**

**Brenita Selement, Stores Coordinator** (512) 974-3029  
Raymond Solis (512) 974-2687  
Christopher Alvarez (512) 974-4319

Email: [brenita.selement@austintexas.gov](mailto:brenita.selement@austintexas.gov)

**Parts Room - Service Center #11**

**Mike Maharidge, Stores Coordinator** (512) 974-9022  
Harold Terry (512) 974-1763

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #12**

**Mike Maharidge, Stores Coordinator** (512) 974-9022  
Ruben Orosco (512) 974-1721

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #13**

**Glenn Iosbaker, Stores Coordinator** (512) 978-2341  
Luis Velez (512) 978-2342

Email: [glenn.iosbaker@austintexas.gov](mailto:glenn.iosbaker@austintexas.gov)



**ADDENDUM  
INVITATION FOR BID  
TENNANT OEM PARTS  
CITY OF AUSTIN, TEXAS**

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Solicitation: IFB 7800 DTB1003

Addendum No: 2

Date of Addendum: April 29, 2019

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This addendum is to incorporate the following changes to the above referenced solicitation:

1.0 The proposal due date is hereby extended until Thursday, May 09, 2019, at 2:00 p.m.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

**ACKNOWLEDGED BY:**

Tennant Sales and Service Company

Vendor Name

*Thomas Sheth*  
Authorized Signature

5/8/2019

Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your bid.**





**ADDENDUM  
INVITATION FOR BID  
TENNANT OEM PARTS  
CITY OF AUSTIN, TEXAS**

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**Solicitation: 7800-DTB1003**

**Addendum No: 3**

**Date of Addendum: April 30, 2019**

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This addendum is to incorporate responses to questions received for the above-referenced solicitation.

**1.0 Questions and Answers.**

**Q1:** The Offer and Acceptance document asks for a City Vendor ID Code on page 11. Am I unable to participate in this bid?

**A1:** The City of Austin requires all vendors to be registered, please send your request for registration to: [Vendor@austintexas.gov](mailto:Vendor@austintexas.gov), copy me in on this request. The registration will allow vendors to add commodity codes they would like to be notified on for future solicitation from The City of Austin.

**Q2:** Do we have to submit this via paper and snail mail?

**A2:** The City of Austin requires that all responses be submitted as stated in the solicitation documents, meaning a hard copy will be required.

**Q3:** Does the bid have to be notarized or anything?

**A3:** The City of Austin does not require the documents be notarized.

**Q4:** Do all addendums need to be signed and returned with the bid package?

**A4:** Yes, if they are not received City policy requires that a bid not containing the addendums be deemed non-responsive.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

**ACKNOWLEDGED BY:**

Tennant Sales and Service Company

Vendor Name

  
Authorized Signature

5/8/2019

Date



**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas *with your bid.***  
**Failure to do so may constitute grounds for rejection of your bid.**